LIBER 21 PAGE DIO

without leaving child or children then living; the intent being to vest in the said R. Rush Lewis the absolute indefeasible fee simple and title and estate in and to the whole of the aforesaid farm, except the undivided one-fifth thereof devised to the said Elizabeth Lewis.

The question raised by the Bill and Answer is whether the Plaintiff can by their preposed deed convey to the Defendant, not only the present defeasible interests of Mrs Byrn and Choyd in the property, but also the contingent remainder of each dependent upon the death of the other, or of the Defendant, or both, without leaving lawful child or children then living.

The present interest of each of the three surviving children is a fee simple estate in an undivided four-fifteenths of the farm defeasible upon his or her death without leaving child or children then living, and a contingent remainder in the undivided eight-fifteenths in which the other two hold a defeasible fee. Gambrill vs. Forest Grove Lodge, 68 Md. 17.

The accretions to the survivors upon the death of Arietta are subject to the same principle of survivorship as the direct devise. Turner vs, Withers, 23 Md. 43. And the last survivor, in case of the death of the other two without issue, would be invested with an indefeasible fee simple title to the whole of the four-fifths originally devised. Anderson vs. Brown, 84 Md. pp. 270-71.

At common law a contingent remainder could always be extinguished by deed operating by way of estopple. 4 Kent's Com.
side page, 261; and every contingent right, however uncertain,
may be released to a party already seized of a present estate
in premises in possession; Killer vs, Emans, 19 N. Y. 385;
2 Sharswood & Budd's Lead. Cas. Amer. Real Prop. p 372.

It is submitted therefore that the vendors can convey to the vendee under the above mentioned agreement, both their present and contingent interests in the farm in question and vest in him an absolute indefeasible title to the undivided